

different than those available under this Agreement (the "Other Agreement"), then the other Party may opt to adopt, on a prospective basis only, the rates, terms, and conditions contained in the Other Agreement (i) in its entirety, or (ii) that relate directly to any of the following individual services, Network Elements, or arrangements, for its own reciprocal arrangements with the first Party, including, without limitation, any term or volume commitments or network architecture configurations:

- (a) Unbundled Loop Elements - Section 251(c)(3) of the Act (Section 11 of this Agreement); or
- (b) Collocation - Section 251(c)(6) of the Act (Section 13 of this Agreement);
or
- (c) Number Portability - Section 251(b)(2) of the Act (Section 14 of this Agreement); or
- (d) Access to Rights of Way - Section 251(b)(4) of the Act (Section 16 of this Agreement).
- (e) transiting arrangements.

29.11.2 To the extent the exercise of the foregoing options requires a rearrangement of facilities by the providing Party, the opting Party shall be liable for the non-recurring charges associated therewith.

29.11.3 The Party electing to exercise such option shall do so by delivering written notice to the first Party. Upon receipt of said notice by the first Party, the Parties shall amend this Agreement to provide the same rates, terms and conditions to the notifying Party for the remaining term of this Agreement; provided, however, that the Party exercising its option under this subsection 29.11 must continue to provide the same services or arrangements to the first Party as required by this Agreement, subject either to the rates, terms, and conditions applicable to the first Party in its agreement with the third party or to the rates, terms, and conditions of this Agreement, whichever is more favorable to the first Party in its sole determination.

29.11.4 BA represents and warrants that, as of the date of this Agreement, it has not entered into any comparable Interconnection agreement with any other CLEC in BA's service territory that is significantly more favorable than the terms contained herein. BA makes no warranty or representation with respect to its Interconnection arrangements with its affiliates or ITCs.

29.12 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

29.13 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

29.14 No License.

29.14.1 Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

29.14.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

29.14.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

29.15 Technology Upgrades. Nothing in this Agreement shall limit BA's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. BA shall provide MFS written notice at least ninety (90) days prior to the incorporation of any such upgrades in BA's network that will materially affect MFS's service. MFS shall be solely responsible for the cost and effort of accommodating such changes in its own network.

29.16 Survival. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

29.17 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

29.18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

29.19 Modification, Amendment, Supplement, or Waiver. No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

29.20 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

29.21 Publicity. Neither Party shall use the name of the other Party in connection with this Agreement in a press release or statement without the prior consent of the other Party, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 16th day of July, 1996.

MFS INTELENET OF
PENNSYLVANIA, INC.

By: Alex J. Harris

Printed: Alex J. Harris

Title: Vice President Regulatory Affairs

BELL ATLANTIC -
PENNSYLVANIA, INC.

By: William HARRALD

Printed: WILLIAM HARRALD

Title: Pres. & CEO

SCHEDULE 1.0

CERTAIN TERMS AS DEFINED IN THE ACT, AS OF JULY 16, 1996

"Dialing Parity" means that a person that is not an affiliate of a local exchange carrier is able to provide Telecommunications Services in such a manner that Customers have the ability to route automatically, without the use of any access code, their Telecommunications to the Telecommunications Services provider of the customer's designation from among two (2) or more Telecommunications Services providers (including such LEC).

"Exchange Access" means the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of Telephone Toll Services.

"InterLATA" means Telecommunications between a point located in a local access and transport area and a point located outside such area.

"Local Access and Transport Area" or "LATA" means a contiguous geographic area: (a) established before the date of enactment of the Act by a Bell operating company such that no Exchange Area includes points within more than one (1) metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or (b) established or modified by a Bell operating company after such date of enactment and approved by the FCC.

"Local Exchange Carrier" means any person that is engaged in the provision of Telephone Exchange Service or Exchange Access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

"Network Element" means a facility or equipment used in the provision of a Telecommunications Service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

"Number Portability" means the ability of end users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Communications Act).

"Telecommunications Service" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"Telephone Exchange Service" means (a) service within a telephone exchange or within a connected system of telephone exchanges within the same exchange area operated to furnish subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (b) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.

"Telephone Toll Service" means telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with subscribers for exchange service.

SCHEDULE 3.0

NETWORK IMPLEMENTATION SCHEDULE FOR PENNSYLVANIA

In accordance with the provisions of Section 3 of the Agreement, the Parties shall make their best efforts to meet the following Milestones no later than the listed Dates.

LATA in Pennsylvania	Milestone	Date
LATA 228	LATA Start Date	Done
	SS7 Certification, Collocation, and NXX(s) Applied For	Done
	Parties Agree on Initial Network Design	Done
	Valid Access Service Request(s) ("ASRs") and Routing Information Received by BA	Done
	Collocation Arrangements Complete for Trunk Interconnection¹	Effective Date plus 35 days
	All Trunks Tested and Turned Up; SS7 Certification Achieved;²	Effective Date plus 55 days
	Call-through Testing Completed; "Interconnection Activation Date"	Effective Date plus 80 days

Failure of a Party or the Parties to meet an earlier Milestone Date shall not relieve either Party of the responsibility to make its best efforts to meet subsequent Milestone Date(s) in the LATA, unless, and only to the extent that, the subsequent Milestone Date(s) depend on the timely completion of such earlier Milestone Date.

For purposes of Section 3, (i) business Telephone Exchange Service shall be considered "fully operational" in a LATA in the Commonwealth of Pennsylvania when MFS has an effective Tariff for business Telephone Exchange Service in the Commonwealth of Pennsylvania and has a significant number of Telephone Exchange Service Customer lines in service for business Telephone Exchange Service Customers in that LATA in the Commonwealth of Pennsylvania that are not affiliates or employees of either BA or MFS, and (ii) residential Telephone Exchange Service shall be considered "fully operational" in a LATA in the Commonwealth of Pennsylvania when MFS has an effective Tariff for residential Telephone Exchange Service in the Commonwealth of Pennsylvania and has a significant number of Telephone Exchange Service Customer lines in service for residential Telephone Exchange

¹ Intervals for IDLC collocation arrangements for VG ULL capability are 60 days for Virtual Collocation and 120 days for Physical Collocation from the date the arrangement is applied for.

² SS7 certification scheduling depends on actual schedule availability at time of request.

Service Customers in that LATA in the Commonwealth of Pennsylvania that are not affiliates or employees of either BA or MFS.

Schedule 4

Interconnection Points in LATA

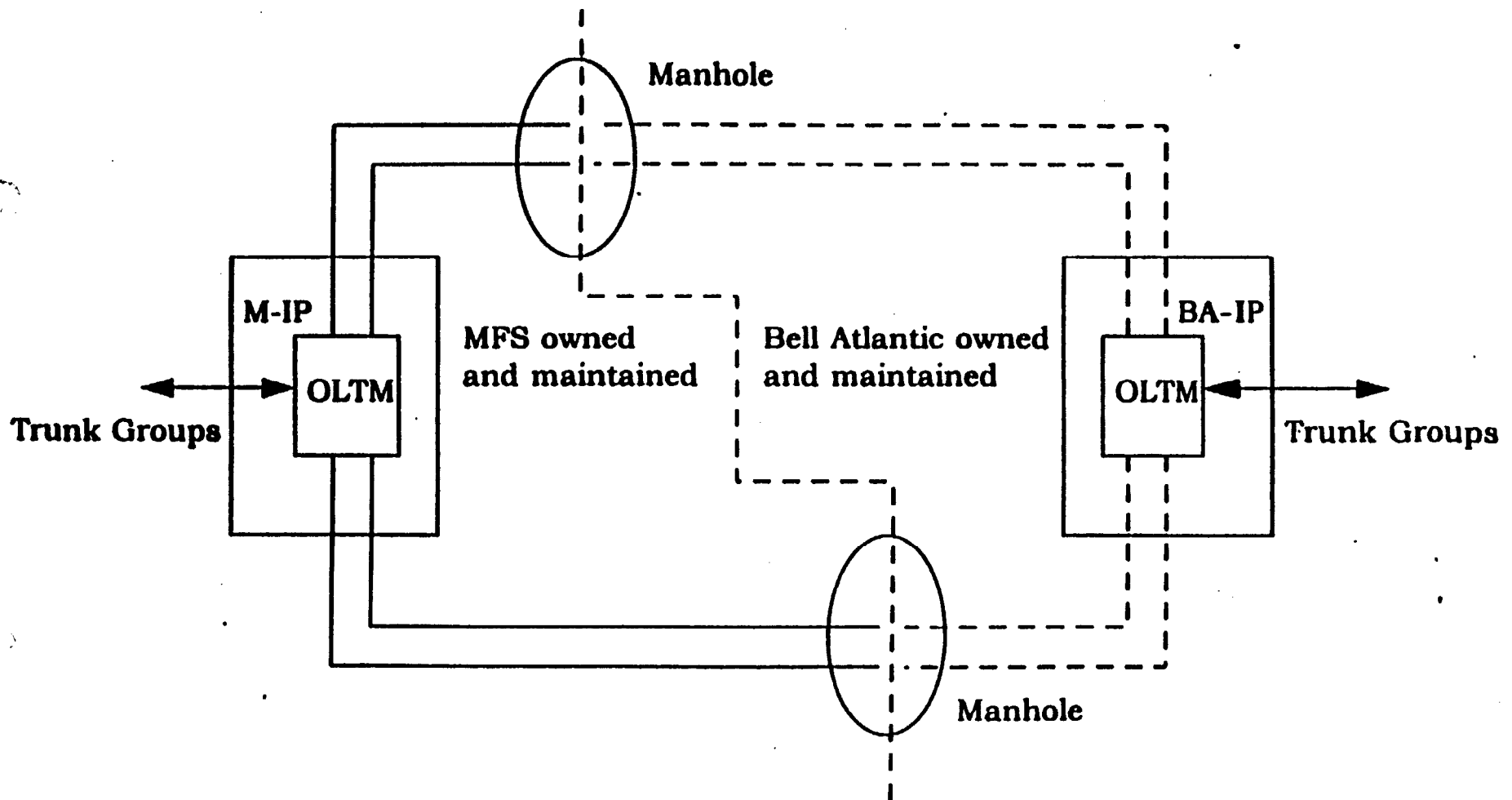
LATA 228

M-IP **Philadelphia Node**
 1601 Market Street
 Philadelphia, PA

BA-IP **Market Tandem**
 900 Race Street
 Philadelphia, PA

Schedule 4.2 - Physical Architecture

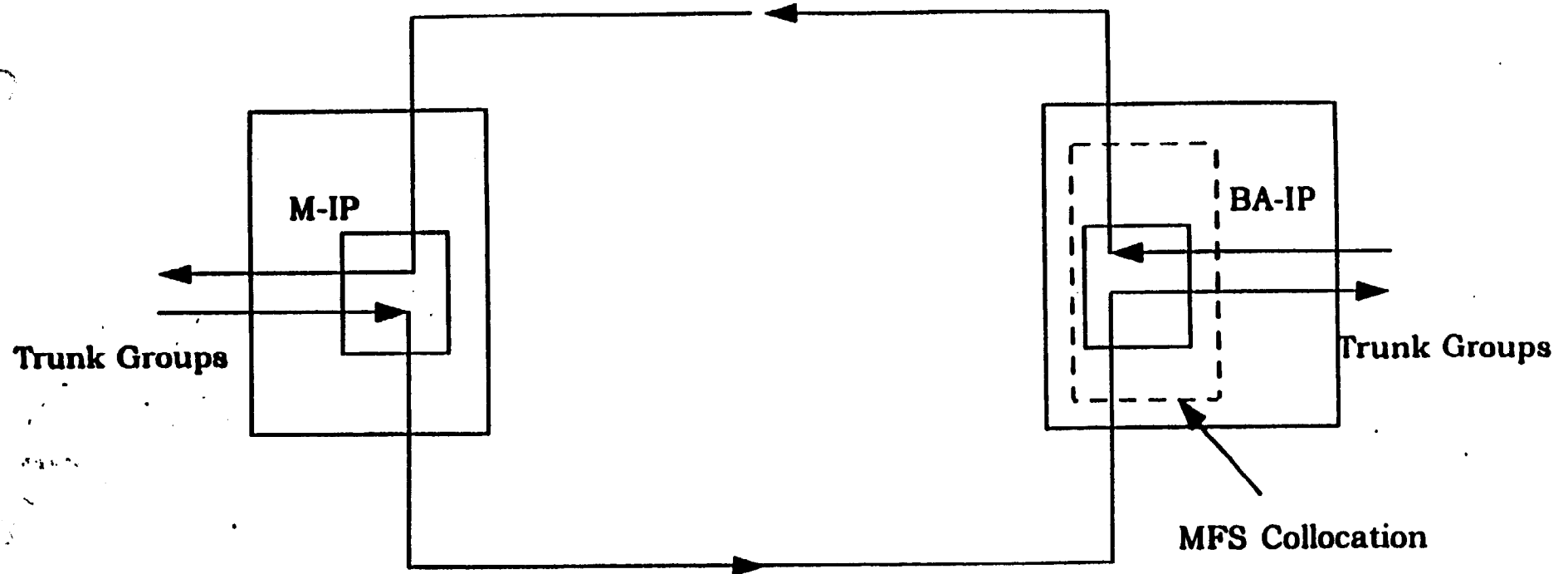
[Illustrative]



Schedule 4.3 - Initial Architecture

[Illustrative]

Bell Atlantic Leases MFS-owned Facilities for Delivery of BA Traffic



MFS-owned Facilities for Delivery of MFS Traffic

SCHEDULE 4.5

INTERCONNECTION POINTS FOR DIFFERENT TYPES OF TRAFFIC

Each Party shall provide the other Party with Interconnection to its network at the following points for transmission, routing and termination. Each Party shall make available at its Interconnection Points facilities to route the traffic it receives to the appropriate final destination. Interconnection at a BA-IP that is a Local Serving Wire Center provides access to all of the Interconnection Points identified below (except for paragraphs 8 through 11), via facilities appropriate for the traffic types and destinations identified below. Compensation for such facilities will be as set forth in Exhibit A or as provided elsewhere herein.

1. For the termination of Local Traffic or Toll Traffic originated by one Party's Customer and terminated to the other Party's Customer, at the points set forth in subsections 4.2 and/or 4.3 of the main body of the Agreement.
2. For the termination of Meet Point Billing Traffic Traffic from an IXC to:
 - (a) MFS, at the M-IP in LATA in which the Traffic is to terminate.
 - (b) BA, at the BA-IP in LATA in which the Traffic is to terminate.
3. For the termination of Transit Traffic from an ITC, wireless carrier, or other CLEC to:
 - (a) MFS, at the M-IP in which the Traffic is to terminate.
 - (b) BA, at the BA-IP in LATA in which the Traffic is to terminate.
4. For 911/E911 traffic originated on MFS's network, at the PSAP in areas where only Basic 911 service is available, or at the BA 911 Tandem Office serving the area in which the MFS Customer is located, in accordance with applicable state laws and regulations and PSAP requirements.
5. For Directory Assistance (411 or NPA-555-1212) traffic, at the applicable BA Local Serving Wire Center or the BA operator services Tandem Office subtended by such Local Serving Wire Center.
6. For Operator Services (call completion) traffic, at the applicable BA Local Serving Wire Center or the BA operator services Tandem Office subtended by such Local Serving Wire Center.
7. For LSV/VCI traffic, at the terminating Party's Local Serving Wire Center or operator services Tandem Office subtended by such Local Serving Wire Center.

8. For SS7 signaling originated by:

(a) MFS, at mutually agreed-upon Signaling Point of Interconnection(s) ("SPOI") in the LATA in which the Local or Toll Traffic originates, over CCSAC links provisioned in accordance with Bellcore GR-905 and Bell Atlantic Supplement Common Channel Signaling Network Interface Specification (BA_905).

(b) BA, at mutually agreed-upon SPOIs in the LATA in which the Local or Toll Traffic originates, over a CCSAC links provisioned in accordance with Bellcore GR-905 and BA-905.

Alternatively, either Party may elect to interconnect for SS7 signaling through a commercial SS7 hub provider.

9. For 800/888 database inquiry traffic, at any BA Signaling Transfer Point in the LATA in which the originating MFS Wire Center is located, over a CCSAC link. Alternatively, MFS may elect to interconnect through a commercial SS7 hub provider.

10. For Line Information Database ("LIDB") inquiry traffic, at any BA Signaling Transfer Point in the LATA in which the LIDB is located, over a CCSAC link. Alternatively, MFS may elect to interconnect through a commercial SS7 hub provider.

11. For any other type of traffic, at reasonable points to be agreed upon by the Parties, based on the network architecture of the terminating Party's network.

SCHEDULE 6.3

RATE ELEMENTS UNDER MEET POINT BILLING

Interstate Access - Terminating to or originating from MFS Customers

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	MFS
Local Switching	MFS
Interconnection Charge	MFS
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage (BIP)
Local Transport Termination/ Tandem Switched Transport Fixed	BA
Entrance Facility	BA
800 Database Query	Party that performs query

Intrastate Access - Terminating to or originating from MFS Customers¹

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	MFS
Local Switching	MFS
Interconnection Charge	MFS
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage (BIP)
Local Transport Termination/ Tandem Switched Transport Fixed	BA
Entrance Facility	BA
800 Database Query	Party that performs query

¹ Pending approval of the BA intrastate local transport restructure tariff, intrastate access services subject to the pending tariff will be charged pursuant to effective tariffs, as agreed by the Parties, subject to true-up at either Party's request.

SCHEDULE 27.0

PERFORMANCE INTERVAL DATES FOR SPECIFIED ACTIVITIES

SPECIFIED ACTIVITY	PERFORMANCE INTERVAL DATE²
(i) <u>Unbundled Local Loop Installation</u>¹	
1-10 Loops per service order	6 business days from BA's receipt of valid service order
11-20 Loops per service order	10 business days from BA's receipt of valid service order
21 + Loops per service order	To be negotiated on order-by-order basis
(ii) <u>Interim Number Portability Installation</u>	
1-10 Numbers per service order	6 business days from BA's receipt of valid service order
11-20 Numbers per service order	10 days from BA's receipt of valid service order
21 + Numbers per service order	To be negotiated on order-by-order basis
(iii) <u>Out-of-Service Repairs</u>	Less than 24 hours from BA's receipt of notification of out-of-service condition

¹ The Unbundled Loop Installation intervals set forth in this Schedule 27.0 apply only to ULLs offered by BA as of the date of this Agreement. Installation intervals for new ULLs will be developed by the Parties as such ULLs become available.

² Unless otherwise agreed to by the Parties, in which case the Performance Interval Date shall be extended until the agreed-upon date. Notwithstanding the Performance Interval Dates contained in this Schedule 27.0, under no circumstances will BA be obligated to extend installation, provision, or repair intervals to MFS that are more favorable than BA extends to its own customers for comparable services.

SCHEDULE 27.1

MFS SERVICE QUALITY STANDARDS

1.0 Unbundled Local Loop Installation Orders

1.1 All order information submitted by MFS is valid (e.g. street address, floor/unit number, cable pair assignment, etc.).

1.2 Customer (end user) is available at appointed time and day.

2.0 "Live" Cutover Unbundled Local Loop Installation Orders (pursuant to Section 11.6)

2.1 Accurate account and end user information submitted on service request.

2.2 Accurate tie cable and pair assignment provided by MFS on service request.

**BELL ATLANTIC-PENNSYLVANIA, INC. AND MFS INTELENET OF
PENNSYLVANIA, INC.**

DETAILED SCHEDULE OF ITEMIZED CHARGES¹

A. BA Services, Facilities, and Arrangements:

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
1.a.	Entrance facilities, and transport, as appropriate, for Interconnection at BA End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection	<p>Per interstate [BA FCC #1 sec. 6.9.1.] and (pending) intrastate [BA-PA PUC 302 sec. 6.9.2] access tariffs for Feature Group D service²</p> <p>Illustrative:</p> <p>Interstate non-recurring: \$1, plus \$1 switched access connection charge per trunk; DS-1 entrance facility \$210-\$212/mo.</p> <p>Intrastate nonrecurring: \$930 for first DS-1, \$290 for additional, plus \$20 switched access connection charge per trunk; DS-1 entrance facility \$210-\$270/mo.</p>	
1.b.	Collocation and related services for Interconnection at BA End Office, Tandem Office, or Serving Wire Center	Per interstate [BA FCC 1 sec. 19] and intrastate access tariffs ³	

¹ Rates listed herein for services, facilities, or arrangements that are marked with an asterisk (*) are fixed pursuant to Section 20 of the Agreement for the initial term of the Agreement, as set forth in Section 22 of the Agreement. Rates for services, facilities, or arrangements that are not marked with an asterisk shall change in accordance with the provisions of Section 20 of the Agreement.

² Pending approval of the BA intrastate local transport restructure tariff, intrastate access services subject to the pending tariff will be charged pursuant to effective tariffs, as agreed by the Parties, subject to true-up at either Party's request.

³ Pending approval of the BA intrastate collocation tariff to be filed no later December 31, 1996, all collocation services shall be charged at rates found in BA FCC 1 sec. 19.

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
1.c.	Tandem transit arrangements (for Interconnection between MFS and carriers other than BA)	Per tariffs cited in sections 1.a. and 1.b. above, as applicable; separate trunks required for DXC subtending trunks ⁴	Per interstate [BA FCC 1 sec. 6.9.1.B] and pending intrastate [BA-PA PUC 302 sec. 6.9.2.B] for tandem switching and tandem switched transport, as applicable ⁵ Illustrative: Interstate, proposed intrastate tandem switching \$.000999/mou, tandem switched transport \$.000195/mou plus \$.000045/mou/mile
1.d.	911 Interconnection	Per tariffs cited in 1.a., 1.b., and 1.c. above, as applicable, for entrance facility plus applicable transport, or Collocation Arrangement at 911 tandem	

⁴ See note 2 above.

⁵ See note 2 above.

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
1.e.	Directory assistance	<p>Intrastate per BA-PA PUC 302 sec. 9.6.B (transport)⁶</p> <p>Interstate per BA FCC 1 sec. 9.6.B</p>	<p>Intrastate per pending BA-PA PUC 302 sec. 9.6.B;</p> <p>Illustrative:</p> <p>Per call rate \$.000091 fixed, \$.000021 per mile, \$.000462 tandem switching.⁷</p> <p>Interstate per BA FCC 1 sec. 9.6.B</p> <p>Illustrative:</p> <p>Per call rate \$.000082 fixed, \$.000019 per mile, \$.000353 tandem switching, \$.002311 interconnection</p>
1.f.	Operator services (call completion) Interconnection	Per separate contract	
2.	Unbundled elements	Available as listed herein and in interstate and intrastate tariffs, and pursuant to Section 11 of the Agreement	
3.	Poles, ducts, conduits, ROW	<p>Per contract rates pursuant to 47 U.S.C. sec. 224</p> <p>Illustrative:</p> <p>Duct: \$5.45/foot/yr.</p> <p>Pole: \$3.98/attachment./yr.</p>	

⁶ See note 2 above.

⁷ See note 2 above.

	BA Service	Non-recurring	Recurring
4.a.	Local loop transmission* Unbundled Local Loop Element Cross Connection to POTS loop	Permanent rates to be determined by appropriate arbitral body. Interim rates will apply until the permanent rates are determined. ⁸	Permanent rates to be determined by appropriate arbitral body. Interim rates will apply until the permanent rates are determined. ⁹
4.b.	Special construction charges	As applicable per BA-PA PUC 1 sec. 9	
4.c.	Central office technician charges (during normal working hours)	Per interstate [BA FCC 1 sec. 13.2 or sec. 19.5] tariff.	
5.a.	Trunk Side local transport DS-1 transport	Per interstate [BA FCC 1 sec. 6.9.1.C] and (proposed) intrastate [BA-PA PUC 302 sec. 6.9.2.C] tariffs ¹⁰ Illustrative recurring: Interstate \$60/mo fixed, \$17.70/mile/mo Intrastate \$75/mo fixed, \$25/mile/mo	
5.b.	DS-3 transport	Tariff reference see 5.a. above. Illustrative recurring: Interstate, intrastate \$900/mo fixed, \$180/mile/mo	

⁸ Interim rates will be based on the following order of precedence: (i) effective tariff(s), (ii) other BA ILEC-CLEC Interconnection Agreement(s) in the state, (iii) any Commission recommendation, or (iv) mutual agreement of the Parties.

⁹ See preceding note.

¹⁰ See note 2 above.

	BA Service	Non-recurring	Recurring
6.	Local switching* POTS switch Port	\$6/service order plus \$6/Port	\$1.50/mo, plus usage per tariff, minus wholesale discount per section 14 below
7.a.	Operator services 911 service (data entry, database maintenance)*	No charge	
7.b.	Directory assistance	Per tariff or separate contract; branding available	Per tariff or separate contract Illustrative tariff rates: Interstate [BA FCC 1 sec. 9.6], \$.275-.288 per call Intrastate [BA-PA PUC 302 sec. 9.6.A], \$.25 per call Directory transport per section 1.e. above
7.c.	Operator call completion	Per separate contract; branding available	
8.a.	White pages directory listings*	\$5.00 per primary listing per number	No charge
8.b.	Books & delivery (annual home area directories only)*	No charge for normal numbers of books delivered to end users; bulk deliveries to CLEC per separate arrangement	

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
8.c.	Additional listings, changes to listings, non-listed, non-published, and other extra services	<p>Per tariff [BA-PA PUC 1 sec. 5.B]</p> <p>Illustrative:</p> <p>Additional listing: \$12.00 residence; \$15.00(1st), \$9.00 (additional) business</p> <p>Non-list: \$15.00 residence or business</p> <p>Non-published: \$15.00 residence or business</p>	<p>Per tariff [BA-PA PUC 1 sec. 5.B]</p> <p>Illustrative:</p> <p>Additional listing: \$1.25/mo residence, \$2.05/mo business</p> <p>Non-list: \$1.25/mo residence or business</p> <p>Non-published: \$1.75/mo residence or business</p>
9.	Access to telephone numbers (NXX codes issued per ICCF Code Administration Guidelines)*	No charge	
10.a	SS7 Interconnection	<p>Per interstate [BA FCC 1 sec. 6.9.1.G] and intrastate [BA-PA PUC 302 sec. 6.9.2.C] tariff</p>	<p>Per interstate [BA FCC 1 sec. 6.9.1.L] and intrastate [BA-PA PUC sec. 6.9.2.I] tariff</p> <p>Illustrative:</p> <p>Interstate: STP ports, 900/mo.; STP access, 3.50/mile/mo.</p> <p>Intrastate: STP ports, \$932.58/mo.; STP access, \$4.00/mile/mo.</p>

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
10.b	LIDB Interconnection	Per tariff [BA FCC 1 sec. 6.9.1M] Illustrative: Originating point code, \$125	Per tariff [BA FCC 1 sec. 6.9.1M] Illustrative: Query validation \$.04/query Query transport \$.0002/query
10.c	800/888 data base Interconnection	No separate charge (included in FGD trunk and STP links)	Per interstate [BA FCC 1 sec. 6.9.2.A.1], and intrastate [BA-PA PUC 302 sec. 6.9.2.J] tariffs Illustrative: Interstate basic query, \$.003105/query; vertical feature package, \$.000337/query Intrastate basic query, \$.003089/query; vertical feature package, \$.000327/query
11.a	Interim number portability through co-carrier call forwarding	service order per location \$30 installation per number \$35 (unless installed with unbundled loop) installation per separate path arrangement \$20	\$3/mo. per number for up to 10 paths; \$.40/mo per additional path

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
11.b	Access pass-through to number portability purchaser*		In accordance with section 14.5 of Agreement
12.	Local dialing parity*	No charge	
13.a	Reciprocal call termination Local Traffic delivered to Bell Atlantic Interconnection Point* First year*		\$.009/mou
	After first year*		In accordance with note 13 below
13.b	Access charges for termination of intrastate and interstate Toll Traffic		Per interstate and intrastate access tariffs (charged in conjunction with Local Traffic, using PLU and PIU, as appropriate)
14.a	Wholesale rates for resale of telecommunications services provided to end users* ¹¹	<u>Percentage discount from retail tariff</u> ¹²	
14.b	Individual Case Basis services and similar single-customer serving arrangements; directory assistance and operator call completion*	No discount	

¹¹ Excludes telecommunications services designed primarily for wholesale, such as switched and special access, and, subject to Section 12 of the Agreement, the following additional arrangements that are not subject to resale: limited duration promotional offerings, public coin telephone service, and technical and market trials. Taxes shall be collected and remitted by the reseller and BA in accordance with legal requirements and as agreed between the Parties. Surcharges (e.g., 911, telecommunications relay service, universal service fund) shall be collected by the reseller and either remitted to the recipient agency or NECA, or passed through to BA for remittance to the recipient agency or NECA, as appropriate and agreed between the Parties. End user common line charges shall be collected by the reseller and remitted to BA.

¹² Pending establishment of mechanized billing procedures adapted to resale, the Parties will agree upon a composite "bottom-of-the-bill" discount that reflects the discounts and exclusions identified herein, and such other adjustments as the Parties agree.

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
14.c	IntraLATA toll, including discount plans*	Discount per sections 14.d. and 14.e. below applied to composite weighted average toll rate per minute	
14.d	Other retail residential services*	8% discount	
14.e	Other retail business services*	8.5% discount	